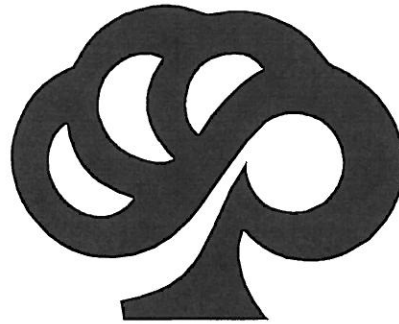


PLEASANT HILL COMMONS REDEVELOPMENT PLAN



Pleasant Hill Redevelopment Agency

Adopted by Ordinance No. 330, May 21, 1974
Amended by Ordinance No. 342, October 7, 1974
Amended by Ordinance No. 394, December 19, 1977
Amended by Ordinance No. 408, June 5, 1978
Amended by Ordinance No. 517, July 18, 1983
Amended by Ordinance No. 597, December 15, 1986
Amended by Ordinance No. 654, November 26, 1990
Amended by Ordinance No. 699, December 19, 1994
Amended by Ordinance No. 730, September 21, 1998
Amended by Ordinance No. 733, November 16, 1998
Amended by Ordinance No. 748, June 19, 2000
Amended by Ordinance No. 760, September 17, 2001
Amended by Ordinance No. 794, February 28, 2005
Amended by Ordinance No. 822, September 10, 2007
Amended by Ordinance No. 834, October 6, 2008

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EXHIBITS

EXHIBIT A: Project Area Map

EXHIBIT B: Redevelopment Land Use Plan Map

I. INTRODUCTION

This is the Redevelopment Plan for the Pleasant Hill Commons Redevelopment Project in the City of Pleasant Hill, County of Contra Costa, State of California. It consists of the Text, the Project Area Map (Exhibit A) and the Redevelopment Land Use Plan Map (Exhibit B).

This Plan has been prepared by the Pleasant Hill Redevelopment Agency pursuant to the Community Redevelopment Law of the State of California, the Constitution of the State of California, and all applicable laws and local ordinances.

This plan is based upon an Amended Preliminary Plan adopted by the Planning Commission of the City of Pleasant Hill ("Planning Commission") by Resolution No. 14-99 on August 10, 1999, and a Preliminary Plan for Proposed Amendment No. 14 to the Plan adopted by the Planning Commission by Resolution No. 06-08 on February 26, 2008.

This Plan provides the Agency with powers, duties and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation and revitalization of the area within the boundaries of the Project Area. This Plan does not present a specific plan or establish specific projects for the redevelopment, rehabilitation and revitalization of any area within the Project Area, nor does this Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the Project Area. Instead, this Plan presents a process and a basic framework within which specific plans will be presented, specific projects will be established and specific solutions will be proposed, and by which tools are provided to the Agency to fashion, develop and proceed with such specific plans, projects and solutions.

II. GENERAL DEFINITIONS

The following references will be used in this Plan unless the context otherwise requires:

- A. "Added Area" means that area delineated as Added Area on Exhibit A and described in Section III.
- B. "Additional Added Area" means the area added in 2008, commonly known and referred to as the DVC Plaza Subarea, as delineated on page 2 of Exhibit A and described in Section III.
- C. "Agency" means the Pleasant Hill Redevelopment Agency, City of Pleasant Hill, California.
- D. "City" means the City of Pleasant Hill, California.
- E. "County" means the County of Contra Costa, California.

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- F. “Existing Project Area” means that area delineated as the Existing Project Area on Exhibit A, which includes the original Commons Project Area and the Commons 1-A Area added by amendment, described as Parcel I and Parcel II, respectively, in Section III.
- G. “General Plan” means the Pleasant Hill General Plan.
- H. “Map” means the Redevelopment Land Use Plan Map for the Pleasant Hill Commons Project Area (Exhibit B).
- I. “Owner” means any individual or entity owning “real property” as defined herein.
- J. “Person” means any individual or any public or private entity.
- K. “Personal property” means movable property, chattels, property not part of real property as defined below.
- L. “Plan” means the Pleasant Hill Commons Redevelopment Plan.
- M. “Project” means the Pleasant Hill Commons Redevelopment Project.
- N. “Project Area” means the area included within the boundaries of the Pleasant Hill Commons Redevelopment Project, including the Existing Project Area, the Added Area and the Additional Added Area.
- O. “Project Area Map” means the map of the Project Area boundaries for the Pleasant Hill Commons Redevelopment Project Area (Exhibit A).
- P. “Planning Commission” means the Planning Commission of the City of Pleasant Hill, California.
- Q. “Real Property” means land, including land under water and waterfront property; buildings, structures, fixtures, and improvements on the land; every estate, interest privilege, easement, franchise, and right in land, including rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage or otherwise, and the indebtedness secured by such liens.
- R. “Redevelopment Law” means the Community Redevelopment Law of the State of California (California Health and Safety Code Section 33000 et seq.)
- S. “State” means the State of California.
- T. “Zoning Ordinances” means the current zoning Ordinances of the City of Pleasant Hill, California.

III. PROJECT AREA BOUNDARIES

The Pleasant Hill Commons Redevelopment Project Area, hereinafter called the "Project Area," is delineated on the Project Area Map designated as Exhibit A, attached hereto and by this reference made a part hereof, and is more particularly described as follows:

All that real property in the City of Pleasant Hill, County of Contra Costa, State of California, within the following described boundaries:

EXISTING PROJECT AREA

PARCEL I

Beginning at the southeastern corner of Sherman Acres subdivision, unit No. 2, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 42 of Maps, at page 33, on the western line of the 100 foot wide East Bay Municipal Utility District parcel; thence leaving said point of beginning, Southerly along the western line of said East Bay Municipal Utility District 100 foot wide parcel 2655 feet, more or less, to a point on the eastern extension of the southern line of Lot 18, Walnut Creek Acres, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 25 of Maps, at page 848; thence Westerly along said extension of Lot 18 and the southern lines of Lots 18, 14, 13 and 12 of said Walnut Creek Acres, (25 M 848), 505 feet, more or less, to the southwestern corner of said Lot 12; thence Northerly, along the western line of Lot 12, 103 feet to the southeastern corner of that parcel of land deeded to Monument Park Investments, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 4867 of Official Records, at page 155; thence Westerly along the southern line of said Monument Park Investments parcel (4867 OR 155), 100 feet to the eastern line of that parcel of land deeded to Pleasant Hill Free Will Baptist Church, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 5300 of Official Records, at page 215; thence Southerly along said eastern line 65 feet to the southeastern corner of said parcel (5300 OR 215); thence Westerly along the southern line of said parcel (5300 OR 215), 100 feet to the southwestern corner of said parcel (5300 OR 215); thence Northerly along the western line of said parcel (5300 OR 215), 136.93 feet to the southeastern corner of that parcel of land deeded to Howard Eddy Motors, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 5374 of Official Records, at page 167; thence Westerly along the southern line of said parcel (5374 OR 167), 100 feet to the southwestern corner thereof, being a point on the eastern line of Lot 8, Walnut Creek Acres (25 M 848); thence Southerly along said eastern line of Lot 8, 39.93 feet to the southeastern corner of said Lot 8; thence Westerly along the southern line of said Lot 8 and the southern line of Lot 7, Walnut Creek Acres (25 M 848), 249 feet to the center line of Cleaveland Road; thence Southerly along the center line of said Cleaveland Road, 80 feet to the eastern extension of the southern line of that parcel of land deeded to Menvil A. H. Liebig, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 3854 of Official Records at page 323; thence Westerly along said eastern extension and the southern line of said parcel (3854 OR 323), 125 feet to the southwestern corner thereof; thence Northerly along the western line of said parcel (3854 OR 323), 80 feet to the southeastern corner of that parcel of land deeded to Leo H. Tscharnier, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 5454 of Official Records at page 757; thence Westerly along the southern line of said parcel (5454 OR 757), 50 feet to the southwestern corner thereof; thence Northerly along western line of said parcel (5454 OR 757), 215 feet to the center line of Boyd Road;

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thence Westerly along the center line of Boyd Road, 29 feet, more or less, to the southern extension of the eastern line of Tract 2106, filed in the office of the County Recorder, County of Contra Costa, State of California, in Book 56 of Maps at page 3; thence Northerly along said southern extension and the eastern line of said Tract 2106 (56 M 3), 710 feet to the northeastern corner thereof; thence Westerly along the northern line of said Tract 2106 (56 M 3), 19.10 feet to the southwestern corner of that parcel of land deeded to John B. Cook, et ux, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 6820 of Official Records, at page 187; thence Northerly along the western line of said parcel (6820 OR 187), 230.62 feet to the northwestern corner thereof, said northwestern corner being a point on the southern line of that parcel of land deeded to John B. Cook, et ux, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 6786 of Official Records, at page 689; thence Westerly along the southern line of said parcel (6786 OR 689), 76.10 feet to the southwestern corner thereof; thence Northerly along the western line of said parcel (6786 OR 689), 82.65 feet to the northwestern corner thereof; thence Easterly along the northern line of said parcel (6786 OR 689), 15 feet to the southwestern corner of that parcel of land deeded to the First Baptist Church of Pleasant Hill, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 6232 of Official Records at page 953; thence Northerly along the western line of said parcel (6232 OR 953) and its northern extension, 355.45 feet to the southeastern corner of the parcel of land described in the deed to the Church of Christ, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 2087 of Official Records at page 452; thence Westerly along the southern line of said parcel (2087 OR 452) and its western extension 226 feet, more or less, to the eastern line of Cody Lane, said point also being the southwestern corner of that parcel of land deeded to John H. Ballard, et ux, recorded in the office of the County Recorder, County of Contra Costa, State of California, in Book 5284 of Official Records, at page 53; thence Northerly along the western line of said Ballard parcel (5284 OR 53) and its northern extension 252 feet, more or less, to a point on the center line of Gregory Lane; thence Easterly along the center line of Gregory Lane 250 feet, more or less, to a point lying due south of the southeastern corner of Lot 1058, Gregory Gardens Subdivision, Unit No. 6, filed in the office of the County Recorder, County of Contra Costa, State of California, in Book 41 of Maps, at page 3; thence leaving said center line of Gregory Lane, Northerly 825 feet, more or less, to the southeastern corner of said Lot 1058, Gregory Gardens Subdivision, Unit No. 6, (41 M 3); thence continuing Northerly, along the eastern line of said Lot 1058, (41 M 3), and its northern extension 120.15 feet to the southwestern corner of Lot 1062, (41 M 3), said southwestern corner also being a point on the southern boundary of said Gregory Gardens Subdivision, Unit No. 6, (41 M 3); thence Easterly, along said southern boundary of Gregory Gardens Subdivision, Unit No. 6, (41 M 3), and its eastern extension 1340 feet, more or less, to the center line of Contra Costa Boulevard; thence Southerly along center line of Contra Costa Boulevard, 370 feet, more or less, to the western extension of the southern line of Sherman Acres Subdivision, Unit No. 2, filed in the office of the County Recorder, County of Contra Costa, State of California, in Book 42 of Maps, at page 33; thence Easterly along said western extension and the southern line of said Sherman Acres Subdivision, Unit no. 2, (42 M 33), 815 feet, more or less, to the point of beginning.

Containing 122.1 acres, more or less.

PARCEL II

Portion of Rancho Las Juntas, Contra Costa County, California, described as follows:

Beginning at the intersection of the centerline of West Hookston Road with the west line of State Highway Interstate 680 as shown on the State of California Right of Way Record Map of the State of California Division of Highways, Road IV-CC-75-B; thence, along said centerline of West Hookston

Road, South 89E 58' West, 208.44 feet to the southeasterly line of the 100 foot wide East Bay Municipal Utility District right of way; thence continuing South 89E 58' West along the centerline of West Hookston Road, 115.35 feet to the northwesterly line of said East Bay Municipal Utility District right of way; thence continuing along the centerline of West Hookston Road, South 89E 15' West, 171.61 feet to the intersection of said centerline with the southerly projection of the westerly line of the parcel of land described in the installment land contract between Zed L. Decker, et al and Gale R. Noble, et ux recorded in Book 7765 page 227, Series NO. 16698, Official Records of Contra Costa County; thence along the west and north lines of said Noble parcel (7765 OR 227) North 0E 45' West, 135 feet and South 89E 15' East, 70 feet to the northeast corner of said parcel, being on the west line of the parcel of land described in the Deed of Trust between Theodore Courtway, et ux, and Realty Incorporated, recorded October 31, 1967, in Book 5485, Page 686, Official Records of Contra Costa County; thence, along said West line and the projection thereof, North 0E 45' West, 281.5 feet to the south line of Lot 20, Map of Walnut Creek Acres, filed September 22, 1941, Map Book 25, page 848, Contra Costa County Records; thence along the south line of said Lot 20, South 89E 15' West, 4.02 feet to the southwest corner of the parcel of land described in the Deed to Hoffmann Construction Company filed in Book 6724 page 711, Contra Costa County Records; thence along the West line of said parcel (6724 OR 711) North 0E 45' West, 210 feet to the Northwest corner thereof, being on the South line of Lot 19, Walnut Creek Acres (25 M 848); thence along the south and west lines of said Lot 19, South 89E 15' West, 35.98 feet and North 0E 45' West, 100 feet to the Northwest corner thereof, thence along the North line of said Lot 19, North 89E 15' East, 395.10 feet, more or less to the west line of the State Highway, Intersection 680 herein before referred to; thence along said west line, South 0E 51' 30" West, 2.32 feet; South 21E 58' 24" West, 32.39 feet and South 10E 36' 21" East 346.47 feet to a tangent curve to the right having a radius of 1,518 feet; thence along said curve through a central angle of 9E 16' 52" an arc length of 245.90; thence South 1E 19' 29" East, 114.04 feet to the point of beginning.

Containing 6.9 Acres more or less.

ADDED AREA

Portion of the Rancho Las Juntas, Contra Costa County, California described as follows:

BEGINNING at the intersection of the Centerline of West Hookston Road with the west line of State Highway Interstate 680 as it existed in 1977 as shown on the State of California Right of Way Record Map of the State of California Division of Highways, Road IV-CC-75-B, also being the east line of North Main Street as it existed in 1977, also being the southeast corner of PARCEL II (Added Area) of the Pleasant Hill Commons Redevelopment Project; thence along the eastern boundary of said Pleasant Hill Commons Redevelopment Area North 1E19' 29" West, 114.04 feet; thence along a tangent curve to the left having a radius of 1518 feet through a central angle of 9E16' 52" a distance of 245.90 feet; thence North 10E36' 21" West, 346.47 feet; thence North 21E58' 24" East, 32.39 feet; thence North 0E51' 30" East, 2.32 feet; thence North 89E15' East, 110.10 feet, more or less to the westerly line of the 100 foot wide parcel of land belonging to the East Bay Municipal Utility District; thence North 20E13' 35" East along said westerly line of the East Bay Municipal Utility District parcel, 1,149.97 feet; thence leaving said westerly line of the East Bay Municipal Utility District parcel and also leaving the boundary of the current Pleasant Hill Commons Redevelopment Area, South 87E16' 43" East, 104.86 feet to the east line of said 100 foot wide parcel of land belonging to the East Bay Municipal Utility District; thence South 87E32' 33" East, 806.27 feet to the south west corner of lot 114 as said lot is shown on the Map of Sherman Acres No. 1 filed October 23, 1950 in Book 42 of Maps at Page 27, Contra Costa County Records, being a point on the northerly line of

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Monument Boulevard; thence easterly along said northerly line of Monument boulevard being a curve to the left having a radius of 459.97 feet, the center of which bears North 8E02' 26" East, through a central angle of 17E01' 13" an arc distance of 136.65 feet to the centerline of Ramona Drive; thence North 64E46' 09" East, 44.87 feet to a point on the east line of Ramona Drive and the north line of Monument Boulevard; thence along the northerly line of Monument Boulevard, North 67E50' 15" East, 81.91 feet; thence North 65E55' 24" East, 82.59 feet; thence North 54E49' 54" East, 82.51 feet; thence North 54E48' 54" East, 74.08 feet; thence South 36E15' 15" East, 12.72 feet; thence North 53E44' 09" East, 310.45 feet; thence North 48E33' 51" East, 523.91 feet; thence North 49E33' 51" East, 141.40 feet, more or less, to the centerline of the Walnut Creek Flood Control Channel, also being the common city limit line between the cities of Pleasant Hill and Concord; thence leaving the northerly line of Monument Boulevard southerly along the centerline of the Walnut Creek Flood Control Channel being a non-tangent curve to the left, having a radius of 275.00 feet, the center of which bears North 51E01' 38" East, through a central angle of 25E45' 01" an arc distance of 123.59 feet; thence South 64E43' 23" East, 85.86 feet; thence along a tangent curve to the right having a radius of 300.00 feet, through a central angle of 36E30' an arc distance of 191.11 feet; thence leaving the centerline of the Walnut Creek Flood Control Channel and continuing along the common city limit line between the cities of Pleasant Hill and Concord, South 18E40' West, 281.00 feet; thence South 9E15' East, 231.00 feet; thence South 49E East, 115.00 feet; thence South 79E35' East, 199.17 feet; thence South 2E06' West 63.73 feet; thence leaving said common city limit line between the cities of Pleasant Hill and Concord, North 87E59' 00" West, 444.16 feet to the east line of the former Southern Pacific Railroad company right of way, 100 feet wide; thence South 8E47' 00" West, 40.28 feet to the projection of the southerly line of Lisa Lane; thence North 88E01' 24" West, 100.70 feet to the west line of said former Southern Pacific Railroad Company right of way; thence South 8E44' 28" West, 5.04 feet; thence westerly along the south line of Lisa Lane North 88E01' 24" West, 933.84 feet to the south line of Monument Boulevard; thence westerly along the south line of Monument Boulevard, along a non-tangent curve to the right having a radius of 678.00 feet, the center of which bears North 19E50' 27" West, through a central angle of 7E22' 39" an arc distance of 87.30 feet; thence leaving said south line of Monument Boulevard along a tangent reverse curve having a radius of 20.00 feet through a central angle of 7E15' 33" an arc length of 2.53 feet; thence South 15E44' 01" West, 359.24 feet to a point on the west line of Geraldine Drive; thence North 44E20' West, 69.30 feet; thence along a tangent curve to the left having a radius of 15.00 feet, an arc distance of 23.56 feet; thence along a tangent curve to the left having a radius of 70.00 feet an arc distance of 31.06 feet; thence parallel to and 1 foot easterly of the east line of Buskirk Avenue South 20E15' 03" West, 903.96 feet; thence South 8E35' 40" West, 91.38 feet; thence South 1E12' 48" West, 203.00 feet; thence South 88E47' 12" East, 15.00 feet; thence South 1E12' 48" West, 235.00 feet to the south line of Hookston Road; thence westerly along said south line of Hookston Road, North 88E47' 42" West, 430.06 feet, more or less, to the northwest corner of Parcel B as shown on the Parcel Map filed January 8, 1970 in Book 11 of Parcel Maps at Page 30, Contra Costa County Records; thence South 1E12' 18" West 9.00 feet; thence North 88E47' 42" West 210.45 feet to the east line of said State Highway Interstate 680; thence North 2E28' West, 34.07 feet to the intersection of the projected centerline of Hookston Road with the east line of said State Highway Interstate 680; thence westerly along the projected centerline of Hookston Road, North 88E47' 25" West, 380 feet, more or less, to the POINT OF BEGINNING.

Containing 64 acres, more or less.

ADDITIONAL ADDED AREA (commonly known as the DVC Plaza Subarea)

All that real property situate in the City of Pleasant Hill, County of Contra Costa, State of California, being portions of Rancho Las Juntas and Rancho Monte Del Diablo within the following described boundary:

Beginning on the southerly line of College Way, at the intersection with the southerly prolongation of the westerly line of College Drive as shown on the map titled Tract 2051, recorded on the 27th day of October, 1954, in Book 56 of Maps at Page 9 in the Office of the County Recorder, County of Contra Costa; thence, along said prolongation and said westerly line (56M9), Course 1. North 00° 21' 52" West 300.00 feet; thence, along a tangent curve concave to the southwest in a northerly and westerly direction, Course 2. having a radius of 20.00 feet, through a central angle of 90° 00' 00", an arc distance of 31.42 feet; to a point lying on the southerly line of Golf Club Road; thence, along said southerly line, Course 3. South 89° 39' 08" West, 1164.51 feet; thence, leaving said southerly line, Course 4. North 01° 04' 12" East 280.80 feet to a point lying on the southerly line of Lot 13 of Subdivision 3878, recorded on the 6th day of August, 1969, in Book 127 of Maps at Page 29, Office of the County Recorder, County of Contra Costa; thence, along said southerly line (127M29), Course 5. North 89° 39' 34" East, 19.99 feet, to the southeast corner of said Lot 13 (127M29); thence, along the easterly line of said Lot 13 (127M29) and a portion of the easterly line of Lot 12 (127M29), Course 6. North 01° 04' 14" East, 127.88 feet; thence, leaving said easterly lines (127M29) along the southwesterly prolongation of the northwesterly and westerly line, and along the northwesterly and westerly line of Old Quarry Road, as shown on the map of Subdivision 5654, recorded on the 29th day of September, 1980 in Book 246 of Maps at Page 8 in the Office of the County Recorder, Contra Costa County; thence, leaving said easterly lines (127M29), Course 7. North 33° 00' 00" East, 444.87 feet; thence, along a tangent curve concave to the northwest in a northeasterly and northerly direction, Course 8. having a radius of 570.00 feet, through a central angle of 41° 25' 12", an arc distance of 412.06 feet; thence, along a tangent curve concave to the southwest, in a westerly direction, Course 9. having a radius of 20.00 feet, through a central angle of 90° 10' 39" an arc distance of 31.48 feet, to a point lying on the southerly line of Chilpancingo Parkway (246M8); thence, along said southerly line (246M8), along a reverse curve concave to north, in a westerly direction, Course 10. having a radius of 2060.00 feet, through a central angle of 00° 06' 44" an arc distance of 4.03 feet; thence, leaving said southerly line (246M8), Course 11. North 07° 59' 07" West, 120.00 feet, to a point lying on the northerly line of Concord Ave. (also now known as Chilpancingo Parkway) as shown on that Parcel Map filed on the 9th day of March 1972 in Book 21 of Parcel Maps at Page 10 in the Office of the County Recorder, Contra Costa County; thence, along said northerly line (21PM10) and the prolongation thereof, in and easterly direction along a curve concave to the north the center of which bears North 07° 59' 07" west, in an easterly direction, Course 12. having a radius of 1940.00 feet, through a central angle of 11° 08' 51", an arc distance of 377.44 feet; thence, continuing along the northerly line of Chilpancingo Parkway and the prolongation thereof, Course 13. North 70° 52' 03" East, 742.32 feet; thence, along the northerly prolongation of, and along the easterly line of Contra Costa Blvd. as shown on that parcel map filed on the 11th day of June, 1968, in Book 4 of Parcel Maps at Page 2 in the Office of the County Recorder, Contra Costa County, Course 14. South 10° 05' 58" East, 400.10 feet; thence, along a curve concave to the southwest, the center of which bears South 72° 04' 11" West, in a southerly direction, Course 15. having a radius of 2050.00 feet, through a Central angle of 7° 52' 56", an arc distance of 282.02 feet; thence, Course 16. South 10° 02' 53" East, 14.50 feet; thence, along a curve concave to the northeast in a southerly and easterly direction, Course 17. having a radius of 20.00 feet, through a central angle of 87° 44' 18" an arc distance of 30.63 feet; thence, Course 18. North 82° 12' 49" East 4.19 feet; thence, Course 19. South 07° 47' 11" East, 33.00 feet; thence, leaving said easterly line (4PM2) and continuing along the easterly line of Contra Costa Blvd, Course 20. South 82° 12'

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49" west, 22.11 feet; thence, Course 21. South 10° 02' 53" East, 1,177.12 feet; thence, leaving said easterly line, Course 22. South 79°56' 45" West, 103.38 feet to a point on the westerly line of Contra Costa Blvd. also being the northeast corner of Lot 27, as shown on said map of Tract 2051 (56 M 9); thence, along the northerly line of said lot 27 (56M9), Course 23. South 65° 24' 00" West, 108.11 feet to a point lying on the easterly line of said Harvard Drive (56 M 9); thence, Course 24. South 52° 54' 44" West, 63.42 feet to a point lying on the westerly line of said Harvard Drive (56M9); thence, along a curve concave to the southwest, the center of which bears South 81° 19' 04" West, in a northerly and westerly direction, Course 25. having a radius of 50.00 feet through a central angle of 81° 40' 56", an arc distance of 71.28 feet to a point lying on the southerly line of said College Way (56 M 9); thence, along said southerly line (56M9), Course 26. South 89° 38' 08" West, 255.13 feet to the Point of Beginning.

Containing an area of 49.50 acres, more or less.

IV. REDEVELOPMENT OBJECTIVES

The Pleasant Hill Redevelopment Agency proposes to use the process of redevelopment to eliminate many aspects of visual, economic, physical and social blight presently existing within the City of Pleasant Hill and specifically within the boundaries set forth for the Pleasant Hill Commons Project Area. Within this area there presently exists a general mix of residential and commercial uses. The physical characteristics of the structures themselves are on the decline and most structures presently exhibit advanced stages of physical deterioration. Property ownership within the area is highly fragmented to the point that land assemblage for proper economic utilization of the area is thwarted.

The lack of early comprehensive planning plus the general aging of the structures within the area have resulted in an adverse mixture of residential, commercial and some light industrial uses which constitute a visual blighting influence on the area as well as a gross misuse of land. Many of the structures are outdated and functionally obsolete. This fact, combined with the abundance of small, privately held unassemblable parcels, has hindered the rejuvenation of the Project Area. Additionally, the realignment of North Main Street will create uneconomic parcels which cannot be developed by private enterprise acting alone.

The central objective of the Plan is to renew and create economic stimulation within the Project Area to create an environment which will establish the Project Area as the center of community activity, to create a functioning balance of commercial (retail and office) and public space, as well as residential uses which will re-establish the aesthetic, economic and social viability of the Project Area.

Within this broad objective, the following activities are proposed to be undertaken by the Redevelopment Agency.

1. The Agency may acquire for new development purposes and provide the necessary site preparation of all that land within the Project Area for resale to private developers pursuant to the conditions set forth in this Plan.

2. The Agency will provide in conjunction with new development the necessary public improvements to upgrade the physical, social and economic character of the Project Area.
3. The Agency will assist in concert with the City and/or other public entities in the realignment of North Main Street and the beautification of the East Bay Municipal Utility District property within the Project Area.

V. REDEVELOPMENT TECHNIQUES TO ACHIEVE PLAN OBJECTIVES

The redevelopment of the Pleasant Hill Commons Redevelopment Project will be undertaken in accordance with the provisions of the California Community Redevelopment Law.

The Agency proposes to strive for economic revitalization and beautification within the Project Area by:

1. Acquisition of certain real property.
2. Demolition or removal of buildings and improvements.
3. Rehabilitation of structures and improvements by present owners, their successors, and the Agency.
4. Relocation assistance to displaced residential and non-residential occupants.
5. Installation, construction, or reconstruction of street, utilities, landscaping, and other on-site and off-site improvements.
6. Disposition of property for uses in accordance with this Plan.
7. Redevelopment of land by private enterprise or public agencies for use in accordance with this Plan.
8. Providing for open space and recreational land use.
9. Providing for participation by owners and business tenants presently located in the Project Area and the extension of preferences to displaced occupants desiring to remain within the redeveloped Project Area.

A. Property Acquisition and Eminent Domain Program

1. Acquisition of Real Property

Except as specifically exempted herein, the Agency may, but is not required to, acquire or obtain options to acquire all real property located in the Project Area, by gift, devise, exchange, purchase, eminent domain or any other lawful method whatsoever. Eminent domain proceedings, if used in the Existing Project Area, must be commenced within twelve (12) years from the date the ordinance adopting the 1998 Amendment became effective, i.e., December 16, 2010. If used in the Added Area, eminent domain proceedings must be commenced within twelve (12) years from the date the ordinance adopting the 2000 Amendment became effective, i.e., July 19, 2012. If used in the Additional Added Area, eminent domain proceedings must be commenced within twelve (12) years from the date the ordinance adopting the 2008 Amendment became effective, i.e., November 5, 2020.

Since it is in the public interest and is necessary for the elimination of those conditions requiring redevelopment, the power of eminent domain may be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase or any other lawful method.

However, said power of eminent domain will not be exercised when:

- (a) The property in question is improved with a structure and the Agency has determined by resolution that the rehabilitation of the structure and its proposed use is consistent with the objectives of the Plan and that such rehabilitation is in the best interest of the Project and the owner has thereafter entered into an owner participation agreement and is faithfully performing under the terms of the agreement.
- (b) The property in question is improved by a structure and the Agency has determined by resolution that said structure and its use is consistent with the objectives of the Plan, that such property conforms to the Plan and that no owner participation agreement is necessary so long as the structure is adequately maintained and properly landscaped.
- (c) The agency shall not acquire real property on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless: (i) such building requires structural alteration, improvement, modernization or rehabilitation; (ii) the site or lot on which the building is situated requires modification in size, shape or use; or (iii) it is necessary to impose upon such property any of the controls, limitations, restrictions and requirements of this Plan, and the owner fails or refuses to execute a participation agreement in accordance with the provisions of this Plan.

- (d) The property in question is owned by a public body.

Prior to any acquisition through eminent domain the Agency shall adopt a resolution declaring a need to acquire any specific property and authorizing the acquisition by such a method.

The Agency is not authorized to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire property devoted to a public use, if it is transferred to private ownership before the Agency completes land disposition within the entire Project Area, unless the Agency is not authorized to acquire such property under other provisions of this Plan.

2. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain.

B. Conforming Owners and Participation by Owners and Tenants

1. Conforming Owners

The Agency may determine that certain real property within the Project Area presently meets the requirements of this Plan and the owners of such properties will be permitted to remain as conforming owners without a participation agreement with the Agency, provided such owners continue to operate and use the real property within the requirements of this Plan.

The Agency may also determine that certain real property within the Project Area is substantially in conformance with the requirements of this Plan and the owners of such properties shall be allowed to remain as conforming owners provided said owners adequately landscape such property.

The Agency shall not acquire, through the use of eminent domain, conforming property owned by conforming owners.

In the event any of the conforming owners desire to: (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (b) acquire additional real property within the Project Area, then such conforming owners may be required to enter into a participation agreement with the Agency in the same manner as required for owners of non-conforming properties.

2. Opportunities for Owners and Tenants

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area to participate in redevelopment of the Project Area, or re-enter into business within the redevelopment Project Area if they meet the requirements prescribed in this Plan. The Agency shall also extend reasonable preferences to tenants other than business tenants in the Project Area to re-enter within the redeveloped Project Area, if they otherwise meet the requirements prescribed by this Plan. Such businesses, residential, institutional and semi-public tenants shall be given reasonable opportunity, if they so desire to purchase and develop real property in the Project Area in accordance with this Plan. For that purpose, the Agency has adopted rules for owner and tenant participation.

Most of the parcels of real property within the Project Area will be subject to Agency acquisition pursuant to Section V.A. (Agency Acquisition of Real Property) for new development in furtherance of the objectives of the Plan. However, it is the intention of the Agency that owners of parcels of real property within the Project Area, where consistent with this Plan, be given reasonable opportunity to participate in this redevelopment by: retaining all or a portion of their properties; by acquiring adjacent or other properties in the Project Area; rehabilitating existing buildings or improvements; new development; selling their properties to the Agency and purchasing other properties in the Project Area; and/or upgrading and developing their properties in conformance with this Plan.

3. Rules for Participation Opportunities, Priorities and Preferences

Owners of property and business tenants may participate in the redevelopment of property in the Project Area in accordance with the rules for owner and tenant participation adopted or subsequently amended by the Agency. If conflicts develop between the desires of participants for particular areas or land uses, the Agency is authorized to establish reasonable priorities and preferences among the owners and tenants. Some of the facts to be considered in establishing these priorities and preferences may include a participant's length of occupancy in the area, accommodation of as many participants as possible, similarity of land use, the necessity to assemble the site for integrated, modern development and conformity of a participant's proposal with the intent and objectives of this Plan.

In addition to opportunities for participation by individual persons and firms, participation shall be available for two or more persons, firms or institutions to join together in partnerships, corporations or other joint entities.

Participation opportunities shall necessarily be subject to and limited by such factors as: (a) the elimination and changing of some land uses; (b) construction, widening or realignment of some streets; (c) the ability of participants to finance acquisition and/or rehabilitation in accordance with this Plan; (d) the reduction in the total number of individual parcels in the Project Area; and (e) the construction or expansion of public facilities.

4. Participation Agreements

Each participant, not a conforming owner, may be required by the Agency to enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, or use and maintain the property in conformance with the Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as are necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant fails or refuses to use and maintain, rehabilitate or develop his real property pursuant to this Plan and/or the participation agreement, as an alternate thereto, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan and the rules for owner participation.

C. Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purpose of redevelopment and the highest public good.

The Agency by law is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. The Agency shall have the right to impose on all public bodies the planning and design controls contained in the Plan to insure that present uses and any future development by public bodies conform to the requirements of this Plan. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency. The Agency is authorized to financially (and otherwise) assist any public body in the cost of public land, buildings, facilities, structures or other improvements (within or without the Project Area), which land, buildings, facilities, structures or improvements are or would be of benefit to the Project.

D. Property Management

During such time as property in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

E. Payments to Taxing Agencies to Alleviate Financial Burden

The Agency may in any year during which it owns property in a redevelopment project pay directly to the City of Pleasant Hill, County of Contra Costa, and any other taxing district which has jurisdiction within the Project Area, including, but not limited to, a school district or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of such taxes.

A proportionate share, as specified in Section 33401 of the Health and Safety Code, of any amount of money paid by the Agency to the City and County pursuant to this section shall be disbursed by the City and County to any school district with territory located within the Project Area in the City and County.

The Agency may also pay to any taxing agency with territory located within the Project Area (other than the City of Pleasant Hill) any amounts of money which, in the Agency's determination, are appropriate to alleviate any financial burden or detriment caused to any taxing agency by the Project. The provisions of this Section V.E. do not apply to the Added Area and Additional Added Area, as those areas are subject to the mandatory payments to taxing agencies as provided in Section 33607.5 of the Health and Safety Code.

F. Relocation of Persons (Including Individuals and Families), Business Concerns and Others Displaced by the Project

Relocation of persons and businesses is anticipated. When undertaken, the following standards will apply:

1. Assistance in Finding Other Locations

The Agency shall assist all families and single persons displaced by the Project in finding other locations and facilities. There are in areas of the City of Pleasant Hill, other than the Project Area, (areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area), decent, safe and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment. In order to carry out the Project with a minimum of hardship to persons (including individuals and families), business concerns and others, if any, displaced from their respective places of residence or business from the Project, the Agency shall assist such persons (including individuals and families), business concerns and others in finding new locations that are decent, safe, sanitary, within their financial means, in reasonably convenient locations, and otherwise suitable to their respective needs. The Agency is also authorized to provide housing outside the Project Area for displaced persons.

2. Relocation Payments

The Agency shall make relocation payments to persons (including families, business concerns and others) displaced by the Project for moving expenses and direct losses of personal property and additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to the California Relocation Assistance Law (Government Code Section 7260 et seq.) and the Agency rules and regulations adopted pursuant thereto. The Agency may make such other payments as may be appropriate and for which funds are available.

G. Low- and Moderate-Income Housing

1. Replacement Housing

To the extent that the activities undertaken pursuant to this Redevelopment Plan in the areas added to the Project Area after October 1, 1976, destroy or remove dwelling units housing persons and families of low or moderate income, the Agency shall, within four (4) years of such destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale, to persons or families of low or moderate income, an equal number of replacement dwelling units at affordable rents within the Project Area or within the territorial jurisdiction of the Agency, in accordance with all of the provisions of Health and Safety Code §§ 33413 and 33413.5.

2. Increased and Improved Housing Supply

Pursuant to Section 33334.2 of the Community Redevelopment Law pertaining only to that portion of the Project Area added to the Plan boundaries after October 1, 1976, not less than twenty percent (20%) of all taxes which are allocated to the Agency pursuant to subdivision (b) of Section 33670 of the Community Redevelopment Law and Section VII.B. of this Plan shall be used by the Agency for the purposes of increasing and improving the supply of housing for persons and families of very low, low or moderate income unless certain findings are made as required by Section 33334.2 to lessen or exempt such requirement. In carrying out this purpose, the Agency may exercise any or all of its powers, including the following:

- (a) Acquire land or building sites;
- (b) Improve land or building sites with on-site or off-site improvements;
- (c) Donate land to private or public persons or entities;
- (d) Construct buildings or structures;

- (e) Acquire buildings or structures;
- (f) Rehabilitate buildings or structures;
- (g) Provide subsidies to or for the benefit of persons or families of very low, low, or moderate income and
- (h) Develop plans, pay principal and interest on bonds, loans, advances or other indebtedness or pay financing or carrying charges.

The Agency may use these funds to meet, in whole or in part, the replacement housing provisions in Section G.I. above. These funds may be used inside or outside the Project Area, provided, however, that funds may be used outside the Project Area only if findings of benefit to the Project are made as required by said Section 33334.2 of the Community Redevelopment Law.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used. Any interest earned by such Low and Moderate Income Housing Fund shall accrue interest to the Fund.

H. Demolition, Clearance, Public Improvements, Building and Site Preparation

1. Demolition and Clearance

The Agency is authorized to demolish, clear or move, buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

2. Public Improvements

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements and public utilities (within or outside the Project Area) necessary to carry out this Plan. Such public improvements include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, buildings, parks, off-street parking, plazas, playgrounds, and landscaped areas.

As a result of the 2008 Amendment to the Plan, the Agency is authorized to undertake the following the following additional public improvements in the Additional Added Area, including the costs of acquisition, relocation, site preparation, design and construction:

- (a) parking lots and structures;

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- (b) roadway improvements, as needed, to College Way, College Drive, Golf Club Road, Old Quarry Road, Chilpancingo Parkway, Contra Costa Boulevard and Cottonwood Drive;
- (c) sidewalks and other traffic improvements;
- (d) storm drainage, sewers, parks, plazas, bridges and landscaping improvements.

Prior consent of the City Council is required for the Agency to develop sites for commercial or industrial use by providing streets, sidewalks, utilities or other improvements which an owner or operator of the site would otherwise be obliged to provide.

For portions of the Project Area added to the Plan boundaries after October 1, 1976, it is anticipated that the following public improvements, including the costs of property acquisition, site preparation, design, and construction will be undertaken:

- (a) The public improvements and public utilities referred to above;
- (b) Activities in connection with the realignment of North Main Street, including design, construction, and landscaping;
- (c) Improvements to the East Bay Municipal Utilities District right-of-way; and
- (d) Street improvements within this portion of the Project Area including, but not limited to, new or improved curbs, gutters, sidewalks, landscaping, utility relocation or undergrounding, and street lighting.

As a result of the 1990 Amendment to the Plan, Ordinance No. 654, the Agency is authorized to undertake the following additional public improvements, including the costs of acquisition, relocation, site preparation, design, and construction:

- (a) parking structures;
- (b) storm drains for Monument Plaza, Boyd Road/Crescent, and Trelany Road;
- (c) traffic improvements for Cleaveland Road, Contra Costa Boulevard Westside, Contra Costa Boulevard - Eastside, Gregory Lane, Boyd Road and Monument Plaza;
- (d) plaza, streetlight and landscaping improvements; and
- (e) traffic signals.

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It is understood that the Agency is authorized, but not required, by the adoption of this Plan to undertake the above public improvements unless the Agency determines in its own discretion that it is in the best interests of the Agency to undertake these activities.

As a result of the 2000 Amendment to the Plan, Ordinance No. 748, the Agency is authorized to undertake the following public improvements in the Added Area, including the costs of acquisition, relocation, site preparation, design and construction:

- (a) parking lots and structures;
- (b) the widening, relocation and improvement of Buskirk Avenue
- (c) additional street and traffic improvements, within the Added Area; and
- (d) storm drainage, sidewalks and other traffic improvements, sewers, traffic signals, parks, plazas, playgrounds and landscaped areas within the Added Area.

3. Preparation of Building and Development Sites

The Agency is authorized to prepare or cause to be prepared as building and development sites any real property in the Project Area owned or acquired by the Agency. The Agency is also authorized to construct foundations, platforms and other structural forms necessary for the provision or utilization of air rights or sites for buildings to be used for residential, commercial, public and other uses provided in this Plan.

I. Rehabilitation and Moving of Structures by the Agency

1. Rehabilitation

The agency is authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area owned or acquired by the Agency. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not acquired by the Agency. The Agency is also authorized to acquire, restore, rehabilitate, move and conserve buildings of historic or architectural significance.

2. Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move or to cause to be moved any building or other structure to a location within or outside the Project Area.

J. Property Disposition and Development

1. Real Property Disposition and Development

(a) General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property.

To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated leases or sales without public bidding.

All real property acquired by the Agency in the Project Area shall be sold or leased for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

All purchasers or lessees of property acquired from the Agency may be obligated by the Agency to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan. The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan.

(b) Purchase and Development by Participants

Pursuant to the provisions of this Plan and the rules adopted by the Agency, the Agency may offer real property in the Project Area for purchase and development by owner and business-tenant participants prior to the time that real property is made available for purchase and development by persons who are not owners or business tenants in the Project Area.

(c) Purchase and Development Documents

To provide adequate safeguards to insure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold leased,

or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary to carry out this Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer or use, occupancy, tenure or enjoyment of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as are required by law. Appropriate covenants running with the land which will prohibit such restrictions shall be included in the disposition documents.

(d) Development

To the extent now or hereafter permitted by law, the Agency is authorized to pay for all or part of the value of the land and the cost of the installation and construction of any publicly-owned building, facility, structure, or other improvements either within or outside the Project Area for itself or for any public body or entity to the extent that such improvements would be of benefit to the Project Area. Specifically, the Agency may acquire and pay for the land, and pay for, install or construct the facilities, buildings and structures set forth in subsection V.H.2. of this Plan entitled "Public Improvements."

The Agency may enter into contracts, leases and agreements with the City or other public body or entity pursuant to this subsection (d), and the obligation of the Agency under such contract, lease or agreement shall constitute an indebtedness of the Agency which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under Section 33670(b) of the Community Redevelopment Law and Section VII of this Plan or out of any other available funds.

During the period of development in the Project Area, the Agency shall insure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules.

The Agency shall require that development plans (whether public or private) be submitted to it for approval and review. All development must conform to this Plan and all applicable Federal, State, and local laws, except as such may be modified by requirements of this Plan or Agency agreements entered into to carry out the purposes of this Plan.

(e) Obligations to be Imposed on Redevelopers

- (1) Purchasers or lessees of land within the Project Area shall be required to develop such land in accordance with the provisions of this Plan. The Agency shall have the right to withhold transfer of title to acquirer, user or developer of land in order to ensure fulfillment of said requirement. No building, sign or structure shall be constructed upon any part of such land unless architectural plans and specifications, showing the nature of such construction, parking, loading, surface treatment and landscaping, the location and orientation of structure(s) and the building site and, when requested, the grading plans for the building site to be built upon, shall have been submitted to, reviewed and approved in writing by the Agency. The Agency shall have the right to refuse to approve any such plans or specifications when in the opinion of the Agency such plans or specifications do not conform with the conditions and objectives of the Plan.
- (2) Acquirers, users or developers of land within the Project Area must commence the erection of any building, prosecute diligently the work thereon and complete it within such reasonable period of time as agreed upon with the Agency.
- (3) No acquirer, user, owner participant or developer shall resell, lease, sublease, or otherwise dispose of land in the Project Area until the construction, approved by the Agency, has been completed, except with the prior written consent of the Agency.
- (4) Persons who are engaged in business in the Project Area shall be granted preference by the Redevelopment Agency to re-enter in business within said Area after redevelopment if they otherwise meet the requirements prescribed by the Plan.

- (5) The acquirer, user, or owner shall be responsible for complying with all applicable State and local laws, ordinances and codes, in effect from time to time, not superseded by this Plan.

2. Personal Property Disposition

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

VI. PERMITTED LAND USES

The permitted land uses of the Redevelopment Plan are consistent with and conform to the Pleasant Hill General Plan adopted by the City Council on March 22, 1982, as amended.

A. Map

The “Redevelopment Land Use Plan Map” showing the permitted land uses and major circulation routes within the Project Area is attached hereto as Exhibit B.

B. Commercial Uses

The areas shown on the Redevelopment Land Use Plan Map (Exhibit B) for commercial uses shall be used for the general commercial uses set forth and described in the City's Zoning Code.

C. Residential Uses

The areas shown on the Redevelopment Land Use Plan Map (Exhibit B) for residential uses shall be used for the residential uses set forth and described in the City's zoning Code.

D. Parks, Recreation, and Open Space

Park and recreational facilities as well as public open space shall be developed in a manner consistent with the goals set forth in this Plan. Specific areas have been designated in Exhibit B for such purposes. However, open space and public areas as well as any public buildings which may be necessary in providing services to the public are permitted uses throughout the Project Area.

E. Streets and Rights-of-Way

The existing public streets anticipated to be retained within the Project Area are depicted on Exhibit B. At the present time, two streets are proposed to be vacated: Trelany and Treadway Lane. All other streets within the Project Area may be widened, altered, or vacated for purposes of development of the Project. New streets, alleys and easements may be created as necessary. Any changes in the existing interior or exterior street layout shall be in accordance with the General Plan,

the objectives of this Plan and the City's design standards, shall be effectuated in the manner prescribed by state and local law and shall be guided by the following criteria:

1. A balancing of the needs of proposed and potential new developments for adequate pedestrian and vehicular access, vehicular parking and delivery loading docks with the similar needs of any existing developments permitted to remain. Such balancing shall take into consideration the rights of existing owners and tenants under the rules for owner and tenant participation adopted by the Agency for the Project and any participation agreements executed thereunder;
2. The requirements imposed by such factors as topography, traffic safety and aesthetics; and
3. The potential need to serve not only the Project Area and new or existing developments, but also to serve areas outside the Project by providing convenient and efficient vehicular access and movement.

These public rights-of-ways shall be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities, and activities typically found in public rights-of-way. Any and all street vacations pursuant to this Plan shall be in accordance with the City's public hearing provisions as set forth in the California Streets and Highway Code.

F. Other Public, Semi-Public, Institutional and Nonprofit Uses

In any area shown on the Redevelopment Land Use Plan Map (Exhibit B), the Agency is authorized to permit the maintenance, establishment or enlargement of public, semi-public, institutional or nonprofit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way, and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved. The Agency may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area.

G. Interim Uses

Pending the ultimate development of land by developers and participants, the Agency is authorized to use or permit the use of any land in the Project Area for interim uses that are not in conformity with the uses permitted in this Plan.

H. Existing Non-conforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good condition which does not conform to the provisions of this Plan provided that such use is generally

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compatible with the developments and uses within the Project Area. Further guidelines relative to the occupancy of existing buildings proposed to be redeveloped in the future will be prepared by the City of Pleasant Hill to cover the more detailed concerns of how those properties are to be used prior to their being redeveloped.

The Agency may authorize additions, alterations, repairs or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

I. General Controls and Limitations

All real property in the Project Area is hereby made subject to the controls and requirements of this Plan.

No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of the Plan except in conformance with the provisions of this Plan and all applicable state and local laws in effect from time to time.

1. New Construction

All new construction in the Project Area shall comply with all applicable state and local laws and codes in effect from time to time. In addition to applicable codes, ordinances or other requirements governing development in the Project Area, additional standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area.

2. Rehabilitation and Retention of Properties

Any structure within the Project Area which will be retained as part of the Plan shall not be repaired, altered, reconstructed, or rehabilitated unless it is done so in conformance with the Plan and any and all guidelines which may be adopted by the Agency to assist in the implementation of the Plan. This conformity shall extend to the architectural character, the landscaping character, the sign criteria, the public spaces and other elements as required by the Agency.

3. Dwelling Units

There presently exists approximately 550 dwelling units within the Project Area. It is anticipated that upon Project completion, there will be approximately 700 units.

4. Limitation on the Number of Buildings

The number of buildings in the Project Area shall not exceed 1,000.

5. Limitation on Type, Size and Height of Buildings

Except as set forth in other sections of this Plan, the type, size and height of buildings shall be as limited by applicable federal, state and local statutes, ordinances and regulations.

6. Open Spaces and Landscaping

The approximate amount of open space to be provided within the Project Area is set forth in Plate 4 of the PUD Concept Plan and is included as part of the goals and objectives of this Plan. These areas include, but are not limited to, the total of all areas which will be in the public rights-of-way, open space areas, the space around buildings, and all other outdoor areas not permitted through applicable limits of land coverage to be covered by buildings. Landscaping plans shall be required to be submitted to the Agency for review and approval.

7. Signs

Exterior signs necessary for the identification of buildings and premises shall be permitted provided that they comply with the design criteria established for the Project Area. The Agency may require that the complete sign program be reviewed by the Agency staff as well as the City's Architectural Review Commission prior to their erection or installation in any area within the redevelopment boundaries.

8. Utilities

The Agency shall require whenever physically and economically feasible that all utilities be placed underground including, but not limited to, the following: transformer vaults or pads, water meters and valves, telephone pull boxes, manhole inlets and drain facilities, and cable TV.

9. Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or other similar factors that would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

10. Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based on race, color, creed, religion, sex, marital status, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

11. Resubdivision of Parcels

After rehabilitation and development pursuant to this Plan, no Parcel in the Project Area, including any parcel retained by a conforming owner or participant, shall be resubdivided without the approval of the Agency.

12. Variations

Under exceptional circumstances, the Agency is authorized to permit variations from the limits, restrictions, and controls established by the Plan. In order to permit such a variation, the Agency must determine that:

- (a) The application of one or more of the provisions of this Plan would result in unnecessary hardship to the property owner; and
- (b) There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls; and
- (c) Permitting a variation from the limits, restrictions, or controls of this Plan will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- (d) Permitting a variation will not be contrary to the objectives of this Plan or the General Plan of the City.

No such variation shall be granted which changes a basic land use pursuant to this Plan or which permits other than a minor departure from the provisions of this Plan. In permitting any such variation, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the objectives of the Plan. Any variation permitted by the Agency hereunder shall not supersede any other approval required under City codes and ordinances.

J. Standards for Development

Within the limits, restrictions, and controls established in the Plan, the Agency is authorized to establish specific building heights, building coverage, design criteria, architectural character, landscaping character, sign character, traffic circulation, ingress and egress, and any other development and design control necessary to implement the Plan. Said controls would relate to both private and public areas within the Project Area. No new development shall be constructed and no existing improvements shall be substantially modified, altered, repaired, or rehabilitated except in accordance with the aforementioned standards for development. Said standards will be developed and adopted by the Redevelopment Agency. The Agency shall not approve plans which do not comply with the design criteria.

K. Building Permits

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Project Area from the date of adoption of this Plan until the application for such permit has been made and processed in a manner consistent with all City requirements.

The Agency is authorized to establish permit procedures and approvals in addition to those set forth above where required for the purposes of this Plan. Where such additional procedures and approvals are established, a building permit shall be issued only after the applicant for same has been granted all approvals required by the City and the Agency at the time of application.

VII. METHODS FOR FINANCING THE PROJECT

A. General Description of the Proposed Financing Method

Upon adoption of this Plan by the City Council, the Agency is authorized to finance this Project with financial assistance from the City of Pleasant Hill, State of California, Contra Costa County, Federal Government, property tax increments, interest income, Agency notes and bonds, donations, loans from private financial institutions, the lease or sale of Agency-owned property, or any other available source, public or private.

The advances for survey and planning and the operating capital for administration of this Project may come through loans from the City. Such loans shall be on terms established by the City and the Agency. The City may also supply additional assistance through City loans and grants for various public facilities. The City or any other public agency may expend money to assist the Agency in carrying out this Project.

As available, gas tax funds from the State of California and the County of Contra Costa may be used toward the cost of the street system and related improvements. There will also be some revenue accruing to the Project from interest earned on investments of Agency funds.

The Agency is hereby authorized to obtain advances, borrow funds and create indebtedness and other obligations in carrying out this Plan. The principal and interest on such advances, funds, indebtedness and other obligations, may be paid from tax increments or any other funds available to the Agency.

PLEASANT HILL COMMONS REDEVELOPMENT PLAN

B. Tax Increments

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of California, county of Contra Costa, City of Pleasant Hill, any district, or other public corporation (hereinafter sometimes called “taxing agencies”) after the effective date of the ordinance approving this Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by, or for, each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project (as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency), last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid to the respective taxing agencies as taxes by, or for, said taxing agencies on all other property paid. For the purpose of allocating taxes levied by, or for, any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of Contra Costa last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on the effective date; and
2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed valuation of the taxable property in the redevelopment exceeds the total assessed value of the taxable properties in such Project as shown by the last equalized assessment roll referred to in subdivision 1 hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid to the respective taxing agencies. When said loans, advances and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid to the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in subdivision 2 above may be irrevocably pledged by the Agency for the payment of the principal of and interest on money advanced, loans, or any indebtedness (whether funded, refunded, assumed or otherwise) by the Agency to finance or refinance in whole or in part, the Pleasant Hill Commons Redevelopment Project.

The Agency is authorized to make such pledges as to specific advances, loans, indebtedness, and other obligations as appropriate, in carrying out the Project.

PLEASANT HILL COMMONS REDEVELOPMENT PLAN

The Agency is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City or the State, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the Agency, and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Agency shall not establish or incur loans, advances, or indebtedness to finance in whole or in part the Added Area or Additional Added Area of the Project beyond the following limits:

Added Area	July 5, 2020
Additional Added Area	October 6, 2028 (20 years from adoption of the Amendment adding the Additional Added Area)

The portion of taxes divided and allocated to the Agency from the Existing Project Area pursuant to subdivision 2 of this Section shall not exceed a cumulative total of \$346,000,000. Such limitation shall apply whether or not bonds are issued or reimbursement agreements, loans, advances or other indebtedness is entered into.

The amount of bonded indebtedness to be repaid in whole or in part from the allocation of taxes described in subdivision 2 above which can be outstanding at any one time shall not exceed \$100,000,000.

Except as specifically permitted herein, the Agency shall not pay indebtedness for or receive property taxes pursuant to Health and Safety Code Section 33670 from the Project beyond the following limits:

Existing Area	May 21, 2027
Added Area	July 5, 2046
Additional Added Area	October 6, 2053 (45 years from adoption of the Amendment adding the Additional Added Area)

For the sole purpose of implementing its replacement housing program, the Agency may pay indebtedness and receive property taxes pursuant to Health and Safety Code Section 33670 from the Project until the earlier of July 31, 2031, or the time needed in order for the Agency to meet its replacement housing obligations.

C. Other Loans and Grants

Any other loans, grants, or financial assistance from the United States, or any other public or private source may be utilized if available.

VIII. ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of the Plan and to prevent the recurrence or spread in the area of conditions causing blight. Action by the City may include but not be limited to, the following:

1. Initiation and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, other public rights-of-ways, and for other necessary modifications of the streets, the street layout, and other public rights-of-ways, in the Project Area. Such action by the City shall include proceedings for the abandonment and relocation of public utilities in the public rights-of-ways as appropriate to carry out this Plan.
2. Initiation and completion of proceedings necessary for changes and improvements in publicly-owned public utilities within or affecting the Project Area.
3. Initiation of proceedings for revision of zoning, where necessary within the Project Area, to permit the land uses and development authorized by this Plan.
4. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls, within the limits of this Plan, upon parcels in the Project Area to ensure their proper development and use.
5. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
6. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area, to be commenced and carried to completion without unnecessary delay.
7. The undertaking and completion of any other proceedings necessary to carry out the Project.

IX. ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the City or the Agency.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area, may be enforced by such owners.

X. DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions, which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, as follows:

Existing Area	May 21, 2017
Added Area	July 5, 2031
Additional Added Area	October 6, 2038 (30 years from adoption of the Amendment adding the Additional Added Area)

XI. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in the Redevelopment Law (see California Health and Safety Code Sections 33450 to 33458), as the same now exists or as hereafter amended, or by any other procedure established by law.

